

STAFF REPORT

DATE: October 26, 2010

TO: City Council

FROM: Robert A. Clarke, Interim Public Works Director/City Engineer
Keith Smith, Utilities Engineer

SUBJECT: Amendment No. 1 to Consultant Agreement with West Yost Associates for Groundwater Quality Monitoring and Analysis

Recommendation

Approve the attached resolution authorizing the City Manager to execute an amendment to the consultant agreement with West Yost Associates in the amount of \$95,500 to provide engineering services to install groundwater monitoring wells and prepare a groundwater quality report.

Fiscal Impact

The contract amount of \$95,500 includes a 10% contingency. Funds sufficient to cover the expense are split between two Programs: Utility Resource Management-Wastewater (7320) and WWTP Facilities Plan & Construction (8119).

Council Goals

- Enact policies that conserve resources and improve environmental quality.
- Maintain and improve current infrastructure to meet community needs now and into the future.

Background and Analysis

In 2008, the Regional Board gave the City a two year extension to comply with our wastewater discharge NPDES permit to allow us to study potential re-use on Conaway Ranch, As a condition of that extension, the Board required the City to submit a report on groundwater quality by September 2012. The groundwater quality report would be required whether we pursued a re-use option on Conaway Ranch, or if we constructed a tertiary plant upgrade on our existing site and utilized our existing ponds. In both cases, the Board would require us to determine if the waste water was causing undesirable groundwater impacts.

At the May 19, 2009 Council meeting, staff outlined a phased work scope for West Yost Associates to accomplish two primary tasks: assess reuse options for the City's waste water on Conaway Ranch, and satisfy the Board's requirement to submit a ground water quality report. The first phase of work focused on preliminary work to evaluate re-use. The second phase addressed follow-on effort if re-use were pursued, and it covered the scope for the groundwater quality report. At the May 2009 meeting, Council authorized the work scope to only evaluate Conaway Ranch re-use options, deferring action on future efforts until a decision was made on re-use.

In July 2010, staff presented information detailing why re-use on Conaway Ranch was not a feasible long-term solution to waste water treatment and the Council agreed with staff's recommendation to no longer pursue this option. Staff informed the Board of this decision in September 2010. With this decision behind us, the City must complete its obligation to submit the ground water quality report. The monitoring wells and data to be collected quarterly for the next two years are required for the report. The scope of work presented in this contract amendment represents the minimum effort required to meet our obligation.

Attachments

1. Resolution
2. Amendment No. 1 (copy)

RESOLUTION NO. 10-XXX, SERIES 2010

**RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AMENDMENT NO. 1 TO CONSULTANT AGREEMENT
WITH WEST YOST ASSOCIATES FOR GROUND WATER QUALITY MONITORING
AND ANALYSIS**

BE IT RESOLVED by the City Council of the City of Davis that the City Manager is hereby authorized to execute Amendment No. 1 to the consultant agreement by and between the City of Davis, a Municipal Corporation, and West Yost Associates for Ground Water Quality Monitoring and Analysis; and

BE IT FURTHER RESOLVED that the sum of \$8,830.00 be and is hereby allocated from project funds for contingency purposes for contract scope additions necessary to meet the Regional Board's requirements; and

BE IT FURTHER RESOLVED that all terms, conditions, and covenants of said agreement be, and the same are, hereby approved, ratified, and confirmed.

PASSED AND ADOPTED by the City Council of the City of Davis this 26th day of October, 2010 by the following vote:

AYES:

NOES:

Don Saylor
Mayor

ATTEST:

Zoe S. Mirabile, CMC
City Clerk

Consultant Agreement
[West Yost Associates]

Wastewater Reclamation Alternative Analysis
CIP No. 8119

Amendment No. 1

Amendment to Agreement made and entered into this 26th day of October 2010, by and between the **City of Davis**, a Municipal Corporation, hereinafter referred to as "**City**," and **West Yost Associates**, located at 2020 Research Park Drive, Davis, CA 95618, hereinafter called "**Consultant**."

Witnesseth:

Whereas, on May 19, 2010, **City** and **Consultant** entered into an **Agreement**; and,

Whereas, following the above described design, **City** and **Consultant** desire to enter into an **Amendment** to their **Agreement**.

Now, Therefore, City and **Consultant** agree as follows:

1. **Scope of Work:** Amend to include engineering services for the groundwater quality evaluation and Well RW-4 replacement. (See Attachment A attached hereto and made a part hereof for specific tasks under Scope of Work.)
2. **Fee Schedule:** Not to exceed \$95,500. (See Attachment B attached hereto and made a part hereof for cost breakdown of each Task under Scope of Work.)
3. **Term:** **Consultant** will complete the tasks described in Attachment A by October 2012.

Except as hereinabove modified, the **Agreement** between **City** and **Consultant**, together with the terms and provisions contained therein, is hereby ratified and confirmed.

In Witness Whereof, the parties hereto have caused this **Amendment** to the **Agreement** to be executed in its name by order of its City Council, this day and year first above written.

City of Davis
A Municipal Corporation,
State of California

Consultant
West Yost Associates

Paul Navazio
Interim City Manager

Steven R. Dalrymple
President

Approved as to Form:

Harriet Steiner
City Attorney

Wastewater Reclamation Alternative Analysis
CIP No. 8119

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Consultant Agreement
[West Yost Associates]

Wastewater Reclamation Alternative Analysis
CIP No. 8119

Amendment No. 1

Attachment A
Scope of Work

Consultant shall provide extra Resident Engineer and Inspection Services to **City** as outlined below.

Task 1. Construct WWTP Background Monitoring Wells

A total of four new monitoring wells will be constructed under this task. Three of the wells will be used to monitor background groundwater quality. One of the background wells is located on City property. The other two are located on Conaway Ranch. The fourth new monitoring well included in this task is a replacement for the City's existing well RW-4. The sanitary seal of the existing well is reportedly compromised, and the well needs to be properly destroyed to eliminate the risk of the well acting as a conduit for the movement of contaminants from the land surface to groundwater. Construction details are specified in the Background Monitoring Well Installation Work Plan. Cost assumptions are as follows:

- Two-inch inside diameter PVC, with 20-foot slotted 0.02-inch screen and #2/12 filter pack inside 8-inch borings.
- Fifty-foot average well completion depth.
- The wells will be completed with traffic-rated flush mounted boxes or completed above-ground steel protective casing and four traffic bollards.
- Legal access to the well sites will be obtained by the City.
- CEQA compliance, if necessary, will be performed by the City.
- Well construction and development is assumed to require two days per well.
- Twenty-four hour, seven-day-per-week operation will be allowed by the City and CPG, if required.

- Soil cuttings cutting can be spread and development water can be discharged at each drill site.
- The top of the PVC casing will be surveyed to the nearest 0.01 foot by a licensed surveyor.

This task will also include destruction of existing well RW-4. Well destruction efforts will include developing the contractor's scope of work to destroy monitoring well according to State of California and Yolo County standards, preparing and submitting the well destruction permit application, and observing the well destruction.

For purposes of this scope, it is assumed that the quarterly monitoring well sampling and associated water quality analytical work will be completed by the City. It is also assumed that the data collected will be provided to West Yost for evaluation as it becomes available.

Task 1 Deliverables: Four constructed and developed monitoring wells and one properly destroyed well.

Task 2. Prepare Monitoring Well Completion Report

After construction of the wells, a well completion report will be prepared in accordance with applicable DWR, Regional Board and Yolo County requirements. The report will include documentation of the well RW-4 destruction and replacement activities.

Task 2 Deliverables: Draft Monitoring Well Completion Report for City review. Final Monitoring Well Completion Report for submission to the Regional Board.

Task 3. Prepare WWTP Background Groundwater Quality Technical Report

The objective of this task is to quantify background groundwater conditions based on eight sets of quarterly monitoring data collected from the three new background wells and the existing monitoring wells. It is assumed that this task will entail receiving analytical results from the City, tabulating the results, preparing descriptive statistics (range, mean, median, standard deviation, etc.), performing a statistical comparison of background results to the results from individual monitoring wells and preparing a report documenting these efforts. It is assumed that the background data will be compared to the data from the individual wells using the Wilcoxon Rank Sum Test. The report will provide conclusions on whether individual wells exceed background concentrations and applicable water quality standards. The report will be submitted to the Regional Board by September 1, 2012.

Task 3 Deliverables: Draft Background Groundwater Quality Technical Report for City review. Final Background Groundwater Quality Technical Report for Regional Board Compliance.

*Wastewater Reclamation Alternative Analysis
CIP 8119*

*Attachment A
Scope of Work
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Consultant Agreement
[West Yost Associates]

Wastewater Reclamation Alternative Analysis
CIP No. 8119

Amendment No. 1

Attachment B
Fee Schedule and Charge-Out Rate

A. Compensation

For items listed in Attachment A, Scope of Work, the **City** shall compensate **Consultant** on a time and materials basis with a lump sum amount of \$95,500, which includes a 10% contingency.

Table 1. Summary of Estimated Costs		
Task Number	Task Description	Total Estimated Project Fee, dollars
1	Construct WPCP Background Monitoring Wells ^(a)	36,350
2	Prepare Monitoring Well Completion Report	8,720
3	Prepare WPCP Background Groundwater Quality Technical Report	41,600
Total Estimated Fee		86,670
^(a) Includes three new background monitoring wells, one new well to replace existing well RW-4 and destruction of existing well RW-4.		

B. Reimbursable Expenses

1. The hourly billing rate as shown in Charge-Out Rate, shall cover standard overhead and profit, including telephone charges, miscellaneous copying costs, first class postage and computer use. *These expense items shall not be reimbursable as separate expenses or fees.*

2. Other reimbursable expenses specific to the project are itemized below:

- a. For round trips exceeding 75 miles, mileage exceeding 75 miles will be reimbursable at \$0.50; otherwise, mileage is included in overhead as part of the multiplier.
- b. Express Mail.
- c. Third Party Reprographic Services: Invoice plus 10%.
- d. Other items as may be pre-approved by **City**.

C. Mark up

Mark up for subconsultants shall be limited to 10 percent.

D. Additional Services

Should the **City** desire that **Consultant** provide additional services, such services shall be authorized, in writing, by the **City**. Compensation for additional services shall be at the Charge Out Rates.

F. Charge-Out Rates

Classification	Hourly Rate
Principal/Vice President	\$206
Engineering Manager	\$196
Principal Engineer/Scientist	\$179
Senior Engineer/Scientist/GIS Analyst	\$161
Associate Engineer/Scientist	\$144
GIS Analyst	\$144
Engineer II/Scientist II	\$127
Engineer I/Scientist I	\$110
Construction Manager III	\$156
Construction Manager II	\$144
Construction Manager I	\$133
Resident Inspector III	\$121
Resident Inspector II	\$112
Resident Inspector I	\$98
Sr. Designer/Sr. CAD Operator	\$104
Designer/CAD Operator	\$92
Technical Specialist II	\$90

Classification	Hourly Rate
Technical Specialist I	\$78
Engineering Aide	\$65
Administrative IV	\$92
Administrative III	\$81
Administrative II	\$69
Administrative I	\$58
GPS, 3-Person	\$317
GPS, 2-Person	\$271
GPS, 1-Person	\$213
Survey Crew, 2-Person	\$230
Survey Crew, 1-Person	\$173

Classification	Per Day	Per Week
DO Meter	\$16	\$77
pH Meter	\$5	\$24
Automatic Sprinkler	\$120	\$658
Transducer/Data Logger	\$38	\$190
Hydrant Pressure Gage	\$11	\$47
Hydrant Pressure Recorder (HPR)	--	\$190
Hydrant Wrench	\$5	\$30
Pitot Diffuser	\$27	\$124
Well Sounder	\$27	\$124
Ultrasonic Flow Meter	--	\$249
Vehicle	\$82	\$412
Velocity Meter	\$11	\$60
Water Quality Multimeter	\$163	\$891
Thickness Gage	--	\$66
Outside Services	Cost + 15%	